

## Standard Lease – Insurance Requirements

**INSURANCE.** Concurrent with the execution of this LEASE, LESSEE shall procure and maintain the following insurance at LESSEE'S expense for the duration of this LEASE including any extensions, renewals, or holding over thereof, from an insurance company(ies) that is admitted to write insurance in the State of California or from a non-admitted insurer(s), authorized in the State of California, that has a rating of or equivalent to A:VIII by A.M. Best Company:

- (a) Commercial general liability insurance (equivalent in coverage scope to ISO form CG 00 01 11 85 or 88), including, as may be applicable to LESSEE'S operations, products and completed operations, watercraft liability, garage keepers legal liability, aircraft exposures, fire legal liability, liquor liability coverage, or any other coverage required by LESSOR's Risk Manager or designee, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence. If the policy contains a general aggregate, it shall be in an amount not less than Two Million Dollars (\$2,000,000) general aggregate. Said insurance shall include cross liability protection. The **City of Long Beach, its officials, employees, and agents** shall be added as additional insureds by endorsement (equivalent in coverage scope to ISO form CG 20 11 11 85 or CG 20 26 11 85) and such endorsement shall protect the City, its officials, employees, and agents from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the LESSEE or from maintenance or use of the Leased Premises. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- (b) "All Risk" property insurance in an amount sufficient to cover the full replacement value of LESSEE'S personal property, improvements, and equipment. Such insurance shall not include a deductible in excess of \$1,000 per occurrence.
- (c) Business interruption insurance providing that the rent due LESSOR shall be paid for a period up to twelve (12) months if the Leased Premises are destroyed or rendered wholly or partially inaccessible. LESSOR shall be named as a loss payee under a standard loss payable endorsement.

Any self-insurance program or self-insured retention must be approved separately in writing by LESSOR and shall protect the **City of Long Beach, its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, changed, or canceled by either party except after thirty (30) days prior written notice to LESSOR and shall be primary to LESSOR. Any insurance or self-insurance maintained by LESSOR shall be excess to and shall not contribute to insurance or self-insurance maintained by LESSEE.

*If sublessees are permitted by this LEASE, any such sublessee shall be required to maintain insurance in compliance with the provisions of this LEASE.*

With respect to damage to property, LESSOR and LESSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

LESSEE shall deliver to LESSOR certificates of insurance and original endorsements for approval as to sufficiency and form prior to the LEASE hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. LESSEE shall, at least thirty (30) days prior to expiration of such policies, furnish LESSOR with evidence of renewals. LESSOR reserves the right to require complete certified copies of all said policies at any time.

Not more frequently than every two (2) years, if in the opinion of LESSOR or of LESSOR'S Risk Manager or designee, the amount of the foregoing insurance coverage is not adequate, LESSEE shall increase the insurance coverage as required by LESSOR.

Such insurance as required herein shall not be deemed to limit LESSEE'S liability relating to performance under this LEASE. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this LEASE. LESSEE understands and agrees that, notwithstanding any insurance, LESSEE'S obligation to defend, indemnify, and hold LESSOR, its officials, agents, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by the condition of the Leased Premises or in any manner connected with or attributed to the acts or omissions of LESSEE, its officers, agents, contractors, employees, sub-lessees, licensees, vendors, patrons, or visitors, or the operations conducted by or on behalf of LESSEE, or the LESSEE'S use, misuse, or neglect of the Leased Premises.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the LESSOR'S Risk Manager or designee.